

1. Name of Registrant

RUDER FINN & ROTMAN

2. Registration No.

1481

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☒ Other purpose (specify) To register work to be done on behalf of Kodansha Ltd.

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Ruder Finn & Rotman has been retained on behalf of Kodansha Ltd. Ruder Finn & Rotman's responsibilities include conducting a survey, creating the program to be mutually agreed upon, finding potential donors for the campaign, and reporting on progress.

The undersigned swear(s) or affirm(s) that he has (~~they have~~) read the information set forth in this amendment and that he is (~~they are~~) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (~~their~~) knowledge and belief.

Abraham F. Leventy

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at New York, New York
this 1st day of April, 19 86 Patricia L. Moglia
(Notary or other officer)

My commission expires February 17, 1988

PATRICIA L. MOGLIA
Notary Public, State of New York
No. 41-4848212
Qualified in Queens County 88
Commission Expires Feb. 17 1988

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant RUDER FINN & ROTMAN, INC. 110 East 59th Street New York, New York 10022		2. Registration No. 1481
3. Name of foreign principal Kodansha Ltd.	4. Principal address of foreign principal 1221 Otowa 2-chome Bunkyo-ku, Tokyo 112, Japan	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

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Term'd
9-30-86

b) Is this foreign principal


- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Kodansha Ltd. is a private corporation which is owned by its shareholders.

Date of Exhibit A April 1, 1986	Name and Title Abraham D. Peritz, Treasurer	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
RUDER FINN & ROTMAN, INC.	KODANSHA LTD.

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As outlined in contract

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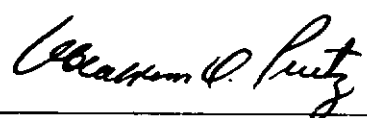
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As outlined in contract

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
April 1, 1986	Abraham D. Peritz, Treasurer	

¹ Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or programs of a government of a foreign country or a foreign political party.



RUDER FINN & ROTMAN

AGREEMENT BETWEEN RUDER FINN & ROTMAN INC. AND KODANSHA LTD.

DATE: March 26, 1986

(1) Kodansha has retained Ruder Finn & Rotman Inc. as its public relations counsel effective March 26, 1986 for the purpose of undertaking the 1,000 Kodansha Encyclopedia of Japan Donation Campaign Project.

(2) Public relations services to be provided by Ruder Finn & Rotman for the project shall include: conducting a survey, creating the program to be mutually agreed upon, finding potential donors for the campaign, and reporting on progress.

(3) Ruder Finn & Rotman, Inc. will be paid for its services on the following schedule:

March: \$2,000.00

April: \$3,000.00

May: \$5,000.00 (to be paid when all the parties concerned with the campaign project agree upon the final program.)

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(4) The following out-of-pocket disbursements for this project will be billed to Kodansha at the end of each month. Group A, below, will be billed to Kodansha at cost, and Group B, will be billed at a markup of 20 percent for overhead cost. Any expenditure over and above \$500.00 per item shall not be expended without the consent of Kodansha.

Group A

Telephone & Facsimile
Clipping Service
Travel
Business Entertainment

Group B

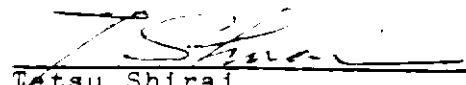
Art Work
Printing
Photography
Mailings

- (5) Kodansha shall agree to deposit \$3,000 with Ruder Finn & Rotman as an advance against out-of-pocket expenses. Any amount in excess of this amount shall be paid by Kodansha, which should not exceed \$2,000.
- (6) Kodansha agrees that a contingency fund of \$5,000 will be set aside to cover a fee and expenses that might additionally be incurred to the research and the identifying of the donors.
- (7) Kodansha shall agree to and hereby indemnify Ruder Finn & Rotman against any damages, cost and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved for and on behalf of Kodansha, and Kodansha shall hereby expressly hold Ruder Finn & Rotman, Inc. harmless from any damages, costs and expenses.
- (8) RF&R will indemnify and hold harmless Kodansha against any losses or damages, which may be incurred to Kodansha as a result of any claim, suit or proceeding arising or resulting from material and information prepared and disseminated by RF&R, except where the material and information objected to were previously approved by Kodansha before being disseminated.

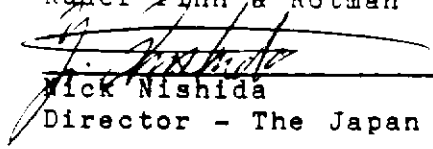
(9) Upon the approval of the final program, both parties will negotiate the new separate agreement to inaugurate the campaign on a full scale.

Signed by:

Kodansha Ltd.


Tetsu Shirai
General Manager

Ruder Pinn & Rotman


Nick Nishida
Director - The Japan Group